

United States Bankruptcy Court
Middle District of Pennsylvania, Wilkes-Barre Division

In re Jones, Kevin S. & Jones, Linda L.

Debtor(s)

Case No. 4:17-bk-03221Chapter 13

DISCLOSURE OF COMPENSATION OF ATTORNEY FOR DEBTOR

1. Pursuant to 11 U.S.C. § 329(a) and Fed. Bankr. P. 2016(b), I certify that I am the attorney for the above named debtor(s) and that compensation paid to me within one year before the filing of the petition in bankruptcy, or agreed to be paid to me, for services rendered or to be rendered on behalf of the debtor(s) in contemplation of or in connection with the bankruptcy case is as follows:

For legal services, I have agreed to accept	\$	<u>2,500.00</u>
Prior to the filing of this statement I have received	\$	<u>0.00</u>
Balance Due	\$	<u>2,500.00</u>

2. The source of the compensation paid to me was:

☒ Debtor ☐ Other (specify):

3. The source of compensation to be paid to me is:

☒ Debtor ☐ Other (specify):

4. ☒ I have not agreed to share the above-disclosed compensation with any other person unless they are members and associates of my law firm.

☐ I have agreed to share the above-disclosed compensation with a person or persons who are not members or associates of my law firm. A copy of the agreement, together with a list of the names of the people sharing in the compensation is attached.

5. In return for the above-disclosed fee, I have agreed to render legal service for all aspects of the bankruptcy case, including:

- a. Analysis of the debtor's financial situation, and rendering advice to the debtor in determining whether to file a petition in bankruptcy;
- b. Preparation and filing of any petition, schedules, statement of affairs and plan which may be required;
- c. Representation of the debtor at the meeting of creditors and confirmation hearing, and any adjourned hearings thereof;
- d. Representation of the debtor in adversary proceedings and other contested bankruptcy matters;
- e. [Other provisions as needed]

See attached.

6. By agreement with the debtor(s), the above-disclosed fee does not include the following service:

Representation at Adversarial proceedings.

CERTIFICATION

I certify that the foregoing is a complete statement of any agreement or arrangement for payment to me for representation of the debtor(s) in this bankruptcy proceeding.

Date

10/25/17

Scott A. Williams
 Signature of Attorney
 Williams and Smay

57 W 4th St
 Williamsport, PA 17701-6212
 (570) 323-8568 Fax: (570) 323-1155
scottawilliams@verizon.net
 Name of law firm

SCOTT A. WILLIAMS

ATTORNEY AT LAW

57 E. FOURTH STREET

P.O. BOX 3

WILLIAMSPORT, PENNSYLVANIA 17703-0003

SCOTT A. WILLIAMS

JOHN A. SMAY

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E-MAIL: scottawilliams@verizon.net

scottwilliams7@verizon.net

www.scottalvinwilliams.com

CHARLES SCOTT WILLIAMS

(1906 - 1966)

Date: 10-2-17

We have agreed to hire Scott A. Williams, Esquire, who has agreed to represent us in our bankruptcy case.

FEE

The fee for representation in Chapter 13 is \$2,500 plus the court costs of -0-. If you do not obtain a confirmed plan and your case is dismissed or converted to a Chapter 7 prior to confirmation, you receive a refund of any monies paid to the trustee. You are signing an authorization allowing for any refund to be sent directly to Scott A. Williams, Esquire. Our firm is authorized to endorse the check as your attorney and deposit the check in our account. The refunded monies will first be applied to the balance of our fees. The remainder will be placed in our escrow account and refunded to you or used for re-filing if you elect to re-file and are eligible to re-file.

The fee will be paid out of the Chapter 13 plan.

You are not obligated to retain us for re-filing and can have the escrowed funds returned to you immediately upon request.

SERVICES NOT INCLUDED IN FEE AND ADDITIONAL CHARGES

BUSINESS PLAN

If the Chapter 13 Trustee requires the debtor(s) to file a business report, or if the debtor(s) hold a controlling interest in a corporation or LLC operating a business, our fee is additional compensation in the amount of \$1,000.

MORTGAGE PAYMENTS

If the debtor(s) proposes to make mortgage payments through a Chapter 13 plan ("conduit plan") our fee is an additional \$500.00.

MOTIONS TO AVOID NONPURCHASE MONEY LIENS AND MOTIONS TO AVOID JUDICIAL

SCOTT A. WILLIAMS

ATTORNEY AT LAW

57 E. FOURTH STREET

P.O. BOX 3

WILLIAMSPORT, PENNSYLVANIA 17703-0003

LIENS

SCOTT A. WILLIAMS

JOHN A. SMYK

This service is to remove judicial liens from real estate. Our fee is \$150.00 for uncontested motions. Contested motions may be converted to hourly billing at the attorney's discretion with notice to Debtor(s).

AREA CODE (570) 323-8568

FAX: AREA CODE (570) 323-1155

E-MAIL: scottwilliams@verizon.net

scottwilliams7@verizon.net

www.scottwilliamsllaw.com

MOTIONS FOR RELIEF FROM THE AUTOMATIC STAY

If you fall behind on secured debt such as car loans or mortgages, a creditor may seek to be removed from bankruptcy and seek permission to pursue foreclosure or repossession. Our fee is \$300 to represent you in these proceedings. Payment is requested in advance; however, we will represent you with due diligence and to the best of our abilities regardless of payment.

MOTIONS TO DISMISS

If you have trustee arrears or repetitive filings, the trustee or creditor may seek to dismiss your case. Our fee is \$300 for these services. While the fee is requested in advance, we will represent you with due diligence and to the best of our abilities regardless of payment.

INCREASED FEE APPLICATIONS OR SUPPLEMENTAL FEE APPLICATIONS

To the extent additional services as set forth above are rendered and to the extent not paid for by Debtor(s) directly, counsel has the right to file an increased fee application or supplemental fee application with the court and may also seek payment of the additional amounts through the trustee. Debtors' counsel is permitted to modify Debtors' Chapter 13 Plan in order to pay these additional approved sums.

UNDERSTANDING OF TERMS

Debtors verify that they have fully read this agreement and have asked any questions that they may have of counsel concerning its terms. We agree to all of the terms of this agreement in its entirety.

Date: October 2, 2017

Date: October 2, 2017

Date: October 2, 2017


Scott A. Williams, Esquire


Kevin S. Jones


Linda Jones